

IN THE MATTER OF:	)	AGREEMENT FOR RECOVERY
	)	OF RESPONSE COSTS
Casmalia Resources	)	
Santa Barbara County, California	)	U.S. EPA Region IX
	)	Docket No. 2006-08
SETTLING PARTIES	)	PROCEEDING UNDER SECTION
The Gladys Castagnola Trust A; The Gladys	)	122(h)(1) of CERCLA,
Castagnola Trust B; The Gladys Castagnola	)	42 U.S.C. § 9622(h)(1)
Trust B fbo Richard Headley; The Gladys	)	
Castagnola Trust B fbo Nella Sue Headley;	)	
The George V. Castagnola Survivor's Trust;	)	
The George V. Castagnola Marital Trust;	)	
The George V. Castagnola Family Trust;	)	
The Rena G. Castagnola Short Trust; The Rena G.	)	
Castagnola Charitable Annuity Lead Trust;	)	
The Rena G. Castagnola GST Trust; The Rena G.	)	
Castagnola GST Trust fbo Renee Castagnola;	)	
The Rena G. Castagnola GST Trust fbo	)	
Virginia Castagnola Hunter; Renee Castagnola;	)	
Alexis Hunter Chernow; Francesca Castagnola	)	
Hunter; Catherine Hollister Wallenfels; James	)	
Scott Hollister; George Cameron Hollister;	)	
Rafael Sanudo; Consuelo Sanudo; Nella Sue	)	
Headley; Richard Headley; Loretta Headley;	)	
Scarlett S. Headley; Rhett Headley; Shahn	)	
Headley; Ginger Douillard; Jason Headley;	)	
Pacific Capital Bank, N.A., a national banking	)	
association; dba Santa Barbara Bank & Trust	)	

## **I. JURISDICTION**

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-C and redelegated to the Superfund Branch Chief as authorized by EPA Delegation No. 14-14-C.

2. This Agreement is made and entered into by EPA and the settling parties named in Section IV and Appendix A of this Agreement. Each Settling Party consents to and will not contest EPA's authority to enter into this Agreement or to implement or enforce its terms.

## **II. BACKGROUND**

3. This Agreement concerns the Casmalia Resources Superfund Site ("Site") located in Santa Barbara County, California. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9). The Site is an approximately 252-acre former Class C hazardous waste landfill, which accepted approximately 5.2 billion pounds of waste between 1973 and 1989, when it ceased operations.

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. These response actions include, but are not limited to removal actions to stabilize the Site and control Site releases, and oversight of work conducted by the Casmalia Steering Committee ("CSC"). In 1997, the United States entered into a consent decree that resolved certain claims between EPA and the CSC. Under the Casmalia Consent Decree, the CSC has undertaken Site management, and investigation and cleanup of contamination at the Site under EPA oversight. The consent decree between EPA and the CSC was entered by the United States District Court for the Central District of California in *United States v. ABB Vetco Gray, Inc., et al.*, Civ. No. 96-6518 KMW(JGx) ("Casmalia Consent Decree"). Under the Casmalia Consent Decree, the CSC agreed to perform certain work with its own funds and with funds from third parties. The Casmalia Consent Decree requires EPA and the CSC to deposit monetary recoveries received from third parties, including the Settling Parties, into the Escrow Account, as defined in Section IV of this Agreement, for distribution according to the priorities set forth in the Casmalia Consent Decree. This Agreement is not intended to amend or supersede the Casmalia Consent Decree, or to violate the rights afforded to any party to the Casmalia Consent Decree.

5. In performing response actions at the Site, EPA has incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Parties are potentially responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site. The Settling Parties deny that they are potentially responsible parties and that they have any liability whatsoever in connection with the Site.

7. EPA and Settling Parties agree that this Agreement has been negotiated in good faith, that this Agreement is entered into without the admission or adjudication of any issue of fact or law in order to avoid litigation between the Parties, and that this Agreement is fair, reasonable and in the public interest.

## **III. PARTIES BOUND**

8. This Agreement shall be binding upon EPA and upon Settling Parties and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no

way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

#### IV. DEFINITIONS

9. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

c. "CSC" shall mean the Casmalia Steering Committee acting for itself and its constituent members.

d. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "Escrow Account" shall mean the escrow account for the Site, which was established pursuant to the Casmalia Consent Decree.

g. "Facility" shall mean the Casmalia Resources Disposal Site, encompassing approximately 252 acres, located in Santa Barbara County, California, as depicted more clearly in Appendix B to this Agreement and on the map included within Appendix B to this Agreement.

h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

j. "Parties" shall mean EPA and Settling Parties.

k. "Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA, the U.S. Department of Justice on behalf of EPA, the CSC or any other person or entity has incurred or paid or will incur or pay at or in connection with the Site, plus all interest on all such costs.

l. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

m. "Settling Parties" shall mean those parties identified in Appendix A.

n. "Site" shall mean the Casmalia Resources Superfund Site, encompassing approximately 252 acres, located in Santa Barbara County, California, as depicted more clearly in Appendix B to this Agreement and on the map included within Appendix B to this Agreement, together with the areal extent of contamination that is presently located in the vicinity of the Facility and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action and any areas to which such contamination migrates.

n. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

#### **V. PAYMENT OF RESPONSE COSTS**

10. Within five (5) business days after Settling Parties receive (a) an Order from the Santa Barbara County Superior Court instructing them to consummate the settlement evidenced by this Agreement and (b) written notice from EPA that this Agreement has been signed by EPA, and (c) approved by the Attorney General or his/her designee, Settling Parties shall deposit \$ 400,000 (four hundred thousand dollars) into an escrow account bearing interest on commercially reasonable terms, in a federally-chartered bank (the "Interim Escrow Account"). Upon the expiration of the public comment period under paragraph 36 below, the EPA shall notify the Settling Parties in writing that the public comment period has closed and whether or not the Agreement is effective. If the Agreement is not made effective after public comment, EPA shall notify the Settling Parties, who shall be entitled to the immediate return of the monies placed in escrow, together with accrued interest thereon. If the Agreement is made effective after public comment, Settling Parties shall, within fifteen (15) days after written notice thereof from EPA, instruct the Interim Escrow Account holder to pay the monies in the Interim Escrow Account to EPA in accordance with Paragraphs 11 and 12 below.

11. Payment shall be made to the Escrow Account by Electronic Funds Transfer ("EFT") in accordance with procedures to be provided to Settling Parties by EPA Region IX, and shall be accompanied by a statement identifying the name and address of the party(ies) making payment, (the "Castagnola Parties" c/o Seed Mackall LLP, 1332 Anacapa Street, Suite 200, P.O. Box 2578, Santa Barbara, CA 93120), the Site name ("Casmalia Resources Superfund Site"), the EPA Region, and Site/Spill ID Number 093H, and the EPA docket number for this action. The total amount to be paid pursuant to Paragraph 10, including any accrued interest, shall be deposited in the Escrow Account in accordance with the provisions of the Casmalia Consent Decree.

12. At the time of payment, Settling Parties shall also send notice to EPA that payment has been made in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number 093H and the EPA docket number for this action.

13. By entering into this Agreement, the mutual objective of the Parties is to settle the alleged liability of the Settling Parties related to the Site, as provided in the Covenant Not to Sue by EPA in Section VII, and subject to the Reservations of Rights by EPA and Settling Parties in Section VIII.

## **VI. FAILURE TO COMPLY WITH AGREEMENT**

14. Interest on Late Payments. If any Settling Party fails to make any payment required by Paragraph 10 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

15. Stipulated Penalty.

a. Provided that EPA has delivered all required documents and information to Settling Parties, (a) if any amounts due to EPA under Paragraph 10 are not deposited in the Interim Escrow Account by the required date or (b) if the Settling Parties have not instructed the Interim Escrow Account holder to pay the monies in the Interim Escrow Account to EPA by the required date, Settling Parties shall be in violation of this Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 14, \$ 1500 per violation per day 1-5, \$ 2000 per violation per day 6-30, and \$ 5000 per violation per day 31 and thereafter, that such payment is late. If Settling Parties do not comply with any other obligations of this Consent Decree, Settling Parties shall be in violation of this Agreement and shall pay to EPA, as a stipulated penalty, \$ 1000 per violation per day 1-5, \$ 1500 per violation per day 6-30, and \$ 2500 per violation per day 31 and thereafter, of such noncompliance.

b. Stipulated penalties are due and payable within thirty (30) days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Number, and the EPA Docket Number for this action. Settling Parties shall send the check and any accompanying letter to:

U.S. Environmental Protection Agency  
Region 9 Superfund  
P.O. Box 371099M  
Pittsburgh, PA 15251

c. At the time of each payment, Settling Parties shall also send notice that payment has been made to EPA in accordance with Section XII (Notices and Submissions).

Such notice shall identify the EPA Region and Site Spill ID Number 093H and the EPA Docket Number for this action.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or performance is due or the day a violation occurs and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

16. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with the requirements of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

17. The obligations of Settling Parties to pay amounts owed to EPA under this Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, the remaining Settling Parties shall be responsible for such payments.

18. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V or from performance of any other requirements of this Agreement.

## **VII. COVENANT NOT TO SUE BY EPA**

19. Covenant Not to Sue by EPA. Except as specifically provided in Section VIII, (Reservation of Rights by EPA), EPA covenants not to sue or to take administrative action against and agree not to assert any claims or causes of action against Settling Parties pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of RCRA, 42 U.S.C. § 6973, with regard to the Site. With regard to present and future liability, this covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V (Reimbursement of Response Costs) and any amount due under Section VI (Failure to Comply With Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

## **VIII. RESERVATIONS OF RIGHTS BY EPA**

20. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by EPA

in Paragraph 19. Notwithstanding any other provision of this Agreement, EPA reserves all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

21. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Parties (1) to perform response actions relating to the Site or (2) to reimburse the United States for additional costs of response if:

- (i) conditions at the Site, previously unknown to EPA, are discovered, or
- (ii) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or information together with any other relevant information indicates that the Remedial Action at issue is not protective of human health or the environment. For purposes of this Paragraph, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date the ROD for the Remedial Action at issue is signed and set forth in that ROD and the administrative record supporting that ROD.

22. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

Notwithstanding any other provisions of this Agreement, the Settling Parties reserve, and this Agreement is without prejudice to their right to assert all available denials or defenses against any party in any future action, lawsuit or administrative proceeding brought against any of them relating in any way to the Site. Nothing in this Agreement shall be deemed to admit or imply the existence of any element of any claim or of any liability of any Settling Party under civil or criminal law, including without limitation, all rights of action reserved by the United States hereunder.

## **IX. COVENANT NOT TO SUE BY SETTLING PARTIES**

23. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Response Costs or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site, including any claim under the United States Constitution, the Constitution of the State of California, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Response Costs.

The foregoing covenant shall not apply with respect to any defense, claim or cause of action that a Settling Party may have which relates directly to any claim or cause of action the United States asserts against such Settling Party. Provided, however, the foregoing covenant shall continue to apply to the extent it relates to a claim or a cause of action that is not asserted by the United States against a Settling Party.

24. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

25. Settling Parties agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person that has entered into a final *de minimis* settlement under Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), with EPA with respect to the Site as of the effective date of this Agreement. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party.

## **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

26. Except as provided in Paragraph 25 (*De Minimis* Waiver), nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. Except as provided in Paragraph 25 (*De Minimis* Waiver), the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.



27. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

28. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are all response actions taken or to be taken and all Response Costs, by EPA or by any other person.

29. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than sixty (60) days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within ten (10) days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within ten (10) days of service or receipt of any Motion for Summary Judgment and within ten (10) days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

30. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section VII.

## **XI. RETENTION OF RECORDS**

31. Until five (5) years after the effective date of this Agreement, each Settling Party shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate or individual retention policy to the contrary.

32. After the conclusion of the five (5) year document retention period in the preceding Paragraph, Settling Parties shall notify EPA at least ninety (90) days prior to the destruction of any such records and, upon request by EPA, Settling Parties shall deliver any such records to EPA. Settling Parties may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the

record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

33. Each Settling Party hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

## **XII. NOTICES AND SUBMISSIONS**

34. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Parties.

### **As to EPA:**

Marie Rongone  
United States Environmental Protection Agency  
Region IX  
75 Hawthorne St., ORC-3  
San Francisco, CA 94105

and

Russell Mechem  
United States Environmental Protection Agency  
Region IX  
75 Hawthorne St., SFD-7-1  
San Francisco, CA 94105

### **As to Settling Parties:**

Peter A. Umoff  
Seed Mackall L.L.P.  
1332 Anacapa Street, Suite 200

### **XIII. INTEGRATION AND APPENDICES**

35. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement: "Appendix A" is a complete list of the Settling Parties; and "Appendix B" is the map of the Site.

### **XIV. PUBLIC COMMENT**

36. This Agreement shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

### **XV. ATTORNEY GENERAL APPROVAL**

37. The Attorney General or his designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

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## **XVI EFFECTIVE DATE**

38. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 36 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

### **U.S. ENVIRONMENTAL PROTECTION AGENCY**

By: Elizabeth Adams  
Elizabeth Adams, Chief,  
Site Cleanup Division, Region IX

Date: June 29, 2006

## Appendix A

### Trusts Created Under the Will of Gladys Castagnola (Wife of Mario Castagnola)

The Gladys Castagnola Trust A  
The Gladys Castagnola Trust B  
The Gladys Castagnola Trust B fbo Richard Headley  
The Gladys Castagnola Trust B fbo Nella Sue Headley

### Trusts Created Under the Will of George V. Castagnola

The George V. Castagnola Survivor's Trust  
The George V. Castagnola Marital Trust  
The George V. Castagnola Family Trust  
The Rena G. Castagnola Short Trust  
The Rena G. Castagnola Charitable Annuity Lead Trust  
The Rena G. Castagnola GST Trust  
The Rena G. Castagnola GST Trust fbo Renee Castagnola  
The Rena G. Castagnola GST Trust fbo Virginia Hunter

### Individuals

Virginia Castagnola Hunter  
Renee Castagnola  
Alexis Hunter Chernow  
Francesca Castagnola Hunter  
Catherine Hollister Wallenfels  
James Scott Hollister  
George Cameron Hollister  
Rafael Sanudo  
Consuelo Sanudo  
Nella Sue Headley  
Richard Headley  
Loretta Headley  
Scarlett S. Headley  
Rhett Headley  
Shahn Headley  
Ginger Douillard  
Jason Headley

### Trustees

Pacific Capital Bank, N.A., a national banking association, dba Santa Barbara Bank & Trust  
Renee Castagnola

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY: Pacific Capital Bank, N.A. dba Santa Barbara  
[Name] Bank Trust  
1021 Anacapa Street  
[Address]

By: Sally J. Selman Santa Barbara, CA 93101  
[Name] VICE PRESIDENT 3-30-06  
TRUST OFFICER [Date]

By: Karen Bailey-Shiffman 3/30/06

Karen Bailey-Shiffman  
Vice President  
Trust Real Estate Manager

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY:

Virginia L. Hunter  
[Name]  
2991 Luadara Canyon Blvd  
[Address]

By:

Virginia L. Hunter 24 March 2008  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY: RENEE CASTAGNOLA

[Name]

223 N. GUADALUPE - #195, SANTA FE NM 87501

[Address]

By: Renee Castagnola

[Name]

27 Feb 06

[Date]



THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY:

Alexis Hunter Cherron  
[Name]  
435 Crestline Drive  
[Address]

By:

Alexis Hunter Cherron  
[Name]  
3/31/06  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

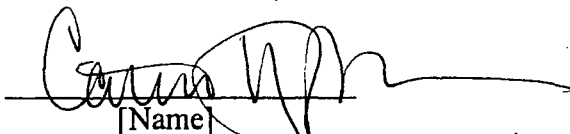
FOR SETTLING PARTY: Francesca Hunter  
[Name]

2793 Sycamore Cyn. Rd. S.B. CA. 93108  
[Address]

By: Francesca Hunter 3-23-06  
[Name] [Date]

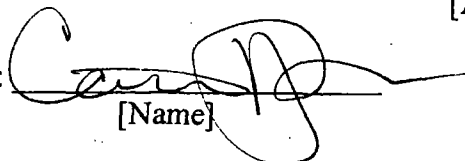
THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY:

  
[Name]

225 Mantura Way, Novato, Ca  
[Address] 94949

By:

  
[Name]

3/23/06

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY: James Scott Hollister

[Name]

PO Box 8103 Santa Maria, CA 93456

[Address]

By:

Scott Hollister

[Name]

06 Mar 2006

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY:

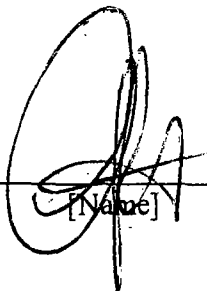
GEORGE HOLISTER

[Name]

5304 JAMIEWOOD CT., CARMICHAEL, CA 95608

[Address]

By:



[Name]

3-23-06

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY: RAFAEL SÁNCHEZ

[Name]

VIA LARRAINZA, 36 28002 - MADRID (Spain)

[Address]

By: \_\_\_\_\_

[Name]

MARCH, 2, 2006 -

[Date]

RAFAEL SÁNCHEZ

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY:

CONSUELO SANUDO

[Name]

722 W. OLIN AVE. #1, MADISON, WI 53715

[Address]

By:

[Signature]  
[Name]

4/28/06  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY:

Robert S. Hadley

[Name]

5235 North 81st Street

[Address]

Phoenix, AZ 85018

By:

Robert S. Hadley

[Name]

3-8-06

[Date]



THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY: Richard Fleasby  
[Name]  
39 ALSTON PL. SANTA BARBARA, CA 93103  
[Address]

By: Richard Fleasby March 7, 2006  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY: Louetta Headley  
[Name]  
39 Alston Place, Santa Barbara, Ca 93108  
[Address]

By: Louetta Headley March 7, 2006  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY:

[Name]

[Address]

By:

[Name]

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY: Rhett K. Headley  
[Name]  
733 Osa Rd. Ojai, CA 93023  
[Address]

By: Rhett K. Headley 3-6-06  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY: SUSAN HEADLEY  
[Name]

6201 DENSMORE AVE., DENSMORE CA 94625  
[Address]

By: Susan Headley 3-31-06  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY:

Ginger C. Drallard  
[Name]  
8255 North 21<sup>st</sup> Street Longmont, CO  
[Address] 80503

By:

Ginger Drallard 3.29.97  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of Region 9  
EPA docket no. 2006-08, relating to the Casmalia Resources Superfund Site:

FOR SETTLING PARTY:

Jason Trevane Thomas Headley  
[Name]

3/9/06

[Address]

By:

  
[Name]

3/9/06

[Date]